



LISTEN. SOLVE. EMPOWER.

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September 24, 2019

Via Certified U.S. Mail, Return Receipt Requested

Borror Properties Management, LLC
985 North High Street, Suite 200
Columbus, Ohio 43201

Via Certified U.S. Mail, Return Receipt Requested

Borror Properties Management, LLC
600 Stonehenge Parkway, 2nd Floor
Dublin, Ohio 43017

With a Copy to:

Via Email and Hand Delivery Only

James E. Arnold
James E. Arnold & Associates, LPA
115 West Main Street #400
Columbus, Ohio 43215
jarnold@arnlaw.com

Re: Notice of Breach of Property Sub-Management Agreements

Dear Borror Properties Management, LLC:

DSM Group, Inc., Oro Karric South, LLC, Oro Karric North, LLC, Oro Springburne LLC, Oro Silvertree, LLC, Oro RB SPE Owner, LLC, Oro Island Club SPE Owner, LLC, and (collectively the "Oro Entities") hereby give formal written notice to Borror Properties Management, LLC ("Borror Management"), that Borror Management has breached its contractual obligations under and committed intentional and negligent

tortious acts related to the various Property Sub-Management Agreements with the Oro Entities, including, but not limited to:

- Property Sub-Management Agreement between Oro Karric South, LLC, DSM Group, Inc., and Borrer Management (the “Karric South Agreement”);
- Property Sub-Management Agreement between Oro Karric North, LLC, DSM Group, Inc. and Borrer Management (the “Karric North Agreement”);
- Property Sub-Management Agreement between Oro Springburne, LLC, DSM Group, Inc., and Borrer Management (the “Springburne Agreement”);
- Property Sub-Management Agreement between Oro Silvertree, LLC, DSM Group, Inc., and Borrer Management (the “Silvertree Agreement”);
- Property Sub-Management Agreement between Oro RB SPE Owner, LLC, DSM Group, Inc. and Borrer Management (the “Runaway Bay Agreement”); and
- Property Sub-Management Agreement between Oro Island Club SPE Owner, LLC, DSM Group, Inc. and Borrer Management (the “Island Club Agreement”).

Collectively (the “Property Sub-Management Agreements”).

While Borrer Management has been aware for at least 45 days now of the Oro Entities’ position that Borrer Management breached its contractual obligations and committed intentional and negligent tortious acts related to the Property Sub-Management Agreements, the Oro Entities provide this notice out of an abundance of caution.

This notice also triggers Section 24.2 under the Runaway Bay Agreement and the Island Club Agreement. Pursuant to Section 24.2 of those agreements, “Any dispute that arises between the parties shall be first subject to mediation in Franklin County, Ohio.” Those agreements go on to state that if mediation is unsuccessful then either party may commence an action, “which shall be filed exclusively in the Court of Common Pleas, Franklin County, Ohio.”

With respect to potential mediators for these two separate mediations, barring any conflicts, we propose Don Gregory, Robert Palmer, Brian Buzby, Ken Fisher, or Jim Luckino. The Oro Entities agree to mediate the disputes concerning these agreements in one combined mediation if Borror Management is amenable to the same.

Please let us know by 5:00 p.m. on September 30, 2019 whether you approve of any of the above proposed mediators, or whether you propose alternative mediators and whether you are willing to consolidate these two mediations into one. If we do not hear from you by 5:00 p.m. on September 30, 2019, we will view your non-response as an indication that you refuse to mediate these disputes under the applicable agreements, and we will proceed with litigation as the Oro Entities deem appropriate under the terms of these agreements.

With respect to the Karric South Agreement, Karric North Agreement, Springburne Agreement, and Silvertree Agreement, the Oro Entities plan to proceed directly to litigation in either state or federal court, as these agreements do not limit litigation exclusively to arbitration. If you prefer arbitration, please let us know by 5:00 p.m. on September 30, 2019. If we do not hear from you by 5:00 p.m. on September 30, 2019, we will view your non-response as an indication that you do not wish to proceed with arbitration.

Lastly, in addition to other damages that the Oro Entities have suffered as a result of Borror Management's breaches and other tortious acts, Borror Management is also obligated to release immediately to the Oro Entities, by way of payment to DSM Group, Inc., the remaining deposits in the aggregate amount of \$145,362.69. It is our understanding that this number has been discussed by the accounting people of the respective parties. Please convey Oro's demand for payment to your client so payment may be promptly remitted.

Sincerely,

BRENNAN, MANNA & DIAMOND, LLC

/s/ David M. Scott

David M. Scott

Cc: DSM Group, Inc.
Oro Karric South, LLC
Oro Karric North, LLC

Oro Springburne, LLC
Oro Silvertree, LLC
Oro RB SPE Owner, LLC
Oro Island Club SPE Owner, LLC
Lucas K. Palmer, Esq.

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